

**13582. Misbranding of grapes. U. S. v. Elmer G. Porter. Plea of nolo contendere. Fine, \$25. (F. & D. No. 14724. I. S. No. 5914-t.)**

On July 12, 1921, the United States attorney for the Western District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Elmer G. Porter, Caywood, N. Y., alleging shipment by said defendant, in violation of the food and drugs act as amended, on or about November 4, 1920, from the State of New York into the State of Pennsylvania, of a quantity of grapes in baskets which were misbranded.

Misbranding of the article was alleged in the information for the reason that it was food in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the package in terms of weight, measure, or numerical count.

On May 8, 1923, the defendant entered a plea of nolo contendere to the information, and the court imposed a fine of \$25.

R. W. DUNLAP, *Acting Secretary of Agriculture.*

**13583. Adulteration of butter. U. S. v. 18 Boxes of Butter. Product released under bond to be reconditioned. (F. & D. No. 18876. I. S. No. 12286-v. S. No. W-1533.)**

On July 21, 1924, the United States attorney for the Southern District of California, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying the seizure and condemnation of 18 boxes of butter, remaining in the original unbroken packages at Los Angeles, Calif., alleging that the article had been shipped by the Timpanagos Creamery, Salt Lake City, Utah, on or about July 15, 1924, and transported from the State of Utah into the State of California, and charging adulteration in violation of the food and drugs act.

Adulteration of the article was alleged in the libel for the reason that a product deficient in milk fat had been substituted wholly or in part for butter, and in that a valuable constituent, namely, milk fat, had been in part abstracted therefrom.

On February 18, 1925, the product having been theretofore taken down under bond and reconditioned by the claimant, the Timpanagos Co., Provo, Utah, in conformity with an order of the court filed on August 27, 1924, judgment was entered, finding the product adulterated as alleged in the libel and ordering that it be released and the bond exonerated.

R. W. DUNLAP, *Acting Secretary of Agriculture.*

**13584. Adulteration and misbranding of butter. U. S. v. 7 Tubs and 8 Tubs of Butter. Consent decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 20182. I. S. No. 24929-v. S. No. E-5390.)**

On June 24, 1925, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying the seizure and condemnation of 15 tubs of butter, remaining in the original unbroken packages at New York, N. Y., alleging that the article had been shipped by the Minnesota Cooperative Creamery Assoc., Duluth, Minn., on or about June 11, 1925, and transported from the State of Minnesota into the State of New York, and charging adulteration and misbranding in violation of the food and drugs act.

Adulteration of the article was alleged in the libel for the reason that a substance deficient in butterfat and containing excessive moisture had been mixed and packed therewith so as to reduce, lower, or injuriously affect its quality or strength and had been substituted in whole or in part for the said article.

Misbranding was alleged for the reason that the article was offered for sale under the distinctive name of another article.

On July 9, 1925, the Minnesota Cooperative Creameries Assoc., Inc., Duluth, Minn., claimant, having admitted the allegations of the libel and having consented to the entry of a decree, judgment of condemnation was entered, and it was ordered by the court that the product be released to the said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$450, in conformity with section 10 of the act, conditioned in part that it be reworked and reprocessed so as to contain at least 80 per cent of butterfat.

R. W. DUNLAP, *Acting Secretary of Agriculture.*

**13585. Adulteration and misbranding of prepared mustard. U. S. v. Knadler & Lucas. Plea of guilty. Fine, \$25. (F. & D. No. 17143. I. S. No. 8179-t.)**

On April 11, 1923, the United States attorney for the Western District of Kentucky, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Knadler & Lucas, a corporation, Louisville, Ky., alleging shipment by said company, in violation of the food and drugs act as amended, on or about December 1, 1921, from the State of Kentucky into the State of South Carolina, of a quantity of prepared mustard which was adulterated and misbranded. The article was labeled in part: (Jar) "Prepared Mustard Contents Net Weight 9 Oz. Avd. Knadler & Lucas Incorporated Louisville, Ky."

Analysis of a sample of the article by the Bureau of Chemistry of this department showed that it contained added mustard hulls. Examination of 5 jars by said bureau showed an average net weight of 8.4 ounces.

Adulteration of the article was alleged in the information for the reason that a substance, to wit, mustard hulls, had been mixed and packed therewith so as to lower and reduce and injuriously affect its quality and strength and for the further reason that an excessive amount of mustard hulls had been substituted for prepared mustard, which the article purported to be.

Misbranding was alleged for the reason that the statements, to wit, "Prepared Mustard" and "Contents Net Weight 9 Oz. Avd.," borne on the labels attached to the jars containing the article, were false and misleading, in that the said statements represented that the article consisted wholly of prepared mustard and that each of the said jars contained 9 ounces net weight thereof, and for the further reason that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that it consisted wholly of prepared mustard and that each of the said jars contained 9 ounces net weight thereof, whereas it did not consist wholly of prepared mustard but did consist of a product which contained an excessive amount of mustard hulls, and each of said jars did not contain 9 ounces of the article but did contain a less amount. Misbranding was alleged for the further reason that the article was food in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the package.

On March 10, 1925, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$25.

R. W. DUNLAP, *Acting Secretary of Agriculture.*

**13586. Adulteration and misbranding of tankage. U. S. v. Standard By-Products Co. Plea of guilty. Fine, \$50. (F. & D. No. 19258. I. S. No. 9106-v.)**

On January 22, 1925, the United States attorney for the Western District of Kentucky, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Standard By-Products Co., a corporation, Louisville, Ky., alleging shipment by said company, in violation of the food and drugs act as amended, on or about September 21, 1923, from the State of Kentucky into the State of Indiana, of a quantity of tankage which was adulterated and misbranded. The article was contained in unlabeled sacks and was invoiced as "Feeding Tankage 50%."

Analysis of a sample of the article by the Bureau of Chemistry of this department showed that it contained 40.56 per cent of protein.

Adulteration of the article was alleged in the information for the reason that a product deficient in protein had been mixed and packed therewith so as to reduce and lower and injuriously affect its quality and strength and had been substituted for feeding tankage having a protein content of 50 per cent, which the said article purported to be.

Misbranding was alleged for the reason that the article was an imitation of and was offered for sale under the distinctive name of another article, to wit, feeding tankage 50%, that is, an article having a protein content of 50 per cent, and for the further reason that it was food in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the package.

On March 26, 1925, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$50.

R. W. DUNLAP, *Acting Secretary of Agriculture.*